



**CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA**
50-Empress Road
Lahore-54000

August 4, 2023

Dear Offerors,

SUBJECT: RFQ Number 19-PK50-23-Q-7005 "Roof Repair Coating Services" at 24-Zafar Ali Road, Gulberg V Lahore.

The Consulate of the United States of America invites you to submit a quotation for the "Roof Repair Coating Services" at 24-Zafar Ali Road, Gulberg V, Lahore, as described in the Scope of Work (SOW). If you are interested in submitting a proposal on this project, please read the instructions in Sections J and L of the attached Request for Quotation (RFQ).

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package. The Consulate intends to conduct a site visit (**see J. C, 52.236-27**). **The site visit will be held on August 17, 2023, at 1100 hrs.** Offerors interested in attending must e-mail: LahoreProcurementDL@state.gov on or before **1200 hrs. August 15, 2023.**

A maximum of two persons from one firm may participate in the site visit/ pre-proposal meeting. Interested offerors must provide the full name of participant(s) (as written on NIC), NIC number and particulars of vehicle to be used (make, model, color, and registration number).

Your proposal must be submitted in a sealed envelope marked "**Proposal Enclosed (19-PK50-23-Q-7005)**" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before **1500 hrs. August 23, 2023.** No proposal will be accepted after this time. Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

For a proposal to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1 pricing.
3. Section K, Representations and Certifications
4. Bar Chart illustrating sequence of work to be performed.
5. Additional information as required in Section L

Please direct any questions regarding this solicitation to General Services Officer/Contracting Officer, by letter or telephone at 92 42 3603 4000, during the regular business hours.

Sincerely,


Stephen Este
General Services Officer

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 19-PK50-23-Q-7005	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFQ)	3. DATE ISSUED 08/04/2023	PAGE OF PAGES 1 of 49
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. PR No. 11902470	6. PROJECT NO. Roof Repair Services	
7. ISSUED BY Contracting Officer, GSO-Procurement & Contracting Office US Consulate General 50-Empress Road, Lahore		CODE	8. ADDRESS OFFER TO Contracting Officer, GSO-Procurement & Contracting Office US Consulate General 50-Empress Road, Lahore	
9. FOR INFORMATION CALL:	A. NAME Musawar Sultan		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) +92 42 3603 4000	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

TABLE OF CONTENTS

- A. Price
- B. Scope of Work
- C. Packaging and Marking
- D. Inspection and Acceptance
- E. Deliveries/Performance
- F. Administrative Data
- G. Special Requirements
- H. Clauses
- I. List of Attachments
- J. Proposal Information
- K. Evaluation Criteria
- L. Representations, Certifications, and other Statements of Offerors

Attachment 1: Sample Bank Letter of Guarantee (1 page)

Attachment 2: Scope of Work (SOW) (12 pages)

Attachment 3: Photographs and Drawing (3 pages)

11. The Contractor shall begin performance within **15** calendar days and complete it within **60** days after receiving the
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
YES x NO	30 days after Award

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and one copy to perform the work required are due at the place specified in Item 8 by **1500** local time **August 23, 2023**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number(19-PK50-23-Q-7005), and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **60 calendar days** for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within **60** calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE			20C. OFFER DATE	

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
26. ADMINISTERED BY Contracting Officer, U.S Consulate General, 50-Empress Road, Lahore	CODE GSO	27. PAYMENT WILL BE MADE BY Financial Management Officer (FMO) U.S Consulate General, 50-Empress Road, Lahore

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

REQUEST FOR QUOTATION (RFQ)

A. PRICE

The contractor shall complete all work, including furnishing all labor, equipment, and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, mobilization expenses, overhead, and profit.

PROPOSAL SCHEDULE:

Proposals shall be evaluated based on total fixed cost and shall include, labor, project start-up expenses and worker incidentals, overhead, profit, as a complete project.

- Labor
- Mobilization Expenses
- Overhead & Profit

2. TOTAL COATING REPAIR PROPOSAL:

_____ **Total Price in Pak Rupees**

B. SCOPE OF WORK

Contractor shall carry out the following works with CO/COR approval:

The Contractor shall provide cleared personnel, including a Project Site Manager who possesses Level 3 English and sufficient technical knowledge to be able to carry out the duties as required for this project. In addition, the Project Site Manager must have the ability to address issues encountered daily.

The Contractor shall follow security directives as explained by the Regional Security Office (RSO) at post.

Contractor shall carry out this project at U.S Consulate General, 50-Empress Road, Lahore.

C. PACKAGING AND MARKING

Reserved

D. INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR), or his/her authorized representatives, will from time to time inspect the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and meet applicable standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer because of such inspection.

D.1 *Substantial Completion*

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) Do not interfere with the intended occupancy or utilization of the work.
- (2) Can be completed or corrected within the time frame required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 *Final Completion and Acceptance*

D.2.1 "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 *Final Inspection and Tests* - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 *Final Acceptance* - If the Contracting Officer is satisfied that the work under the contract is complete (apart from continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

E. **DELIVERIES OR PERFORMANCE**

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- ✓ Commence work under this contract within **15** days after the date the contractor receives the notice to proceed.
- ✓ Prosecute the work diligently, and,
- ✓ Complete the entire work and be ready for review/use not later than **60** days after **Notice to Proceed (NTP)**.

The time stated for completion shall include final reports and/or cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **Pak Rs 10,000.00** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10" calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.
- (e) Acceptance of Schedule: When the Government has accepted any time schedule it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:
 - (1) Extend the completion date or obligate the Government to do so,
 - (2) Constitute acceptance or approval of any delay, or
 - (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other

conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

Notice to Proceed

(a) Pre-construction submittals including crew information, review comments, OBO review etc., the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then execute the work, commencing and completing performance not later than the time established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours - All work shall be performed between **08.00 – 16.30 hrs (Monday to Friday five days a week)**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give notice 48 hours in advance to the COR, who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held 15 days after contract award at **U.S Consulate General, 50-Empress Road, Lahore** to discuss the schedule, submittals, notice to precede, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Section G. Securities/Insurance	1	14 days after award	CO
Section E. Construction Schedule			
/Paint Product data sheets	1	15 days after award	COR
Section E Preconstruction Conference	1	15 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial	1	10 days before inspection Completion	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(b) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to act for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer, and this authority is delegated in the designation.

(c) The COR for this contract will be the **Maintenance Supervisor, U.S. Consulate General Lahore.**

Payment:

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment may be made no more frequently than monthly. Payment requests shall cover the value of labor and completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and based on an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Invoices shall be submitted one (1) in original to Financial Management Officer (FMO) and two (2) copies to the Contracting Officer (CO) at the following addresses:

FMO's Address:

Financial Management Office (FMO)
US Consulate General
50-Empress Road
Lahore

CO's Address:

Contracting Officer (GSO-Procurement)
US Consulate General
50-Empress Road
Lahore

G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price. These bonds should be in the form of irrevocable letter of credit, bank guarantee, or insurance guarantee from a recognized financial institution.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Pak Rupees:

Per Occurrence	Pak Rs 50,000.00
Cumulative	Pak Rs 250,000.00

2. Property Damage on or off the site in Pak Rupees:

Per Occurrence	Pak Rs 50,000.00
Cumulative	Pak Rs 250,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations, and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and always take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks may take seven (7) days to perform. For everyone the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Copy of National Identity Card

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data or misconduct on site.

G.5.3 The Contractor shall always provide an English-speaking supervisor on site. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 Zoning Approvals and Permits

The **Contractor** shall be responsible for:

- obtaining approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- For obtaining and paying for the permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, Google, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-7	CENTRAL CONTRACTOR REGISTRATION (DEC 2012)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (AUG 2012)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2012)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-10	<i>Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)</i>
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-14	Inconsistency between English Version and Translation of Contract (AUG 1989)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (SEP 2009)
52.228-13	Alternative Payment Protection (JUL 2000)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-24	<i>Prohibition of Assignment of Claims (JAN 1986)</i>
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2010)
52.245-9	Use & Charges (AUG 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012)
(DEVIATION)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS) and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government.

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the non-procurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b) (1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The **SAM** registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

(iv) Company mailing address, city, state, and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;
 (B) Comply with the requirements of subpart 42.12 of the FAR; and
 (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor").
- 2) Clearly identify themselves and their contractor affiliation in meetings.
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs, and signal lights.
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding.
 - (ii) Work at heights above two (2) meters.
 - (iii) Trenching or other excavation greater than one (1) meter in depth.
 - (iv) Earth moving equipment.
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.).

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive, or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed.

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR

Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Scope of Work (SOW)	12
Attachment 2	Photographs and Drawing	3

ATTACHMENT # 1

SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Consulate General,
50-Empress Road
Lahore

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

SECTION J. PROPOSAL INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet & submit documents for the following requirements:

- (1) Be able to understand written and spoken English.
- (2) Have an established business with a permanent address and telephone listing.
- (3) Be able to demonstrate prior construction experience of similar work with suitable references.
- (4) Have the necessary personnel, equipment, and financial resources available to perform the work.
- (5) Have all licenses and permits required by local law.
- (6) Meet all local insurance requirements.
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution.
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (10) Have technically qualified work force (submit resumes / work experience), licenses, and submit other relevant information.

B. SUBMISSION OF PROPOSAL S

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for proposal.

Each proposal must consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Standard Form 1442 including Price Proposal and Completed Section B, Attachment 2, " <i>Breakdown of Proposal Price by Divisions of Specifications</i> ", and completed Section K.	1
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	1

U.S Consulate General may request for a soft copy of technical proposal as well.

Submit the complete proposal to the address indicated on Standard Form 1442.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for proposal in the appropriate volume of the offer.



STATEMENT of WORK

Lahore, Pakistan

House #24 Zafar Ali Road Roof Repair Coating



CONTENTS:

PART ONE	GENERAL
PART TWO	PRODUCTS
PART THREE	EXECUTION
PART FOUR	SCHEDULE
PART FIVE	DRAWINGS
PART SIX	NON-BINDING CONTRACT INFORMATION

OVERSEAS BUILDINGS OPERATIONS
FACILITY MANAGEMENT
Roof & Façade Management Program
WASHINGTON DC

PART ONE – GENERAL

C.1.1 SUMMARY:

- A. The U.S. Consulate in Lahore, Pakistan, and Overseas Buildings Operations [OBO] has a requirement to repair the existing residential roofs located at House No. 24 Zafar Ali Road. The single-story residence is comprised of multiple roof areas which are composed of reinforced poured concrete.
- B. This is a labor only task with United States Government furnished materials. The proposed roof coating repair includes, but is not limited to, the following:
1. Remove loose debris, abandoned penetrations, and equipment.
 2. Where there are asphalt roofing plies/repairs, remove down to existing concrete roof substrate.
 3. Clean roof down to the substrate using pressure washer. Allow concrete substrate areas and to completely dry.
 4. Perform minor repairs where the substrate has been damaged.
 5. Begin repair works at low end around roof drains, scuppers or eave edge.
 6. Apply two coats of primer on concrete surfaces and penetration surfaces where elastomeric coating will be applied and allow to dry.
 7. Apply stain blocker as a primer on areas where asphalt roof repairs were removed.
 8. Apply elastomeric basecoat and fabric on all base flashings (up-turns) around roof perimeter, drains and penetrations.
 9. Apply flashing grade around difficult penetrations and terminations.
 10. Apply elastomeric basecoat and embed full fabric over entire roof area.
 11. Apply first topcoat over the roof and allow to dry prior to applying second finish coat.
- C. Zafar Residential Square Footage:
- | | |
|--|-------------------------------|
| 1. Main Residence, Staff Quarters & Garage | 11,700 Sq. Ft. (1,088 sq. m.) |
| 2. Staff Washroom Roof | 234 Square Feet (21 sq. m.) |
| Total Square Footage | 11,934 Square Feet |

C.1.2 SUBMITTALS:

- A. Contractor's executed bonds and insurance certificate.
- B. Contractor's crew individual identification information for background checks.
- C. Project schedule showing work phasing and proposed daily progress.
- D. Construction Accident Prevention Plan (CAPP)
- E. Material manufacturers and accessory product data sheets.
1. Heavy Duty Drill and Mixing Paddles
 2. Electrical GFCI Extension Cords
 3. 3,000 PSI Power Washer and hoses.

C.1.3 QUALITY CONTROL:

- A. The Embassy and OBO has the right to inspect and test all services, to the extent practicable at all times and places during the work. OBO may perform full time quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the Construction Documents.

- B. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- C. Contractor shall be approved by manufacturer to perform the work for the specified guarantee period.

C.1.4 STORAGE OF MATERIALS:

- A. Proper storage of materials is the sole responsibility of Contractor. Keep all labels intact and legible, clearly showing the product, manufacturer, and other pertinent information.
- B. Store materials on site. Cover and protect materials subject to damage by weather, including during transit. Stored materials shall be available for inspection.
- C. Store flammable and volatile liquids in sealed containers located a minimum of 20 feet from existing buildings.
- D. Liquid products shall be delivered sealed, in original containers. Store roll goods in an upright position.
- E. Distribute material, debris, and equipment over the roof deck to avoid damage to the structural deck. Place materials and equipment to be stored on the roof as nearly direct over structural members as can be determined. Secure equipment, material, and debris on the roof to prevent movement by wind or other elements.

C.1.5 TEMPORARY FACILITIES:

- A. Temporary Water:
 - 1. Arrange with the Embassy for water required for construction. Embassy will pay for cost of water.
 - 2. Do not disrupt existing water service to the building.
 - 3. Provide hoses for conveyance.
- B. Temporary Electrical
 - 1. Arrange with the Embassy for temporary electrical service. Embassy will pay energy charges for temporary power and lighting.
 - 2. Notify Embassy prior to each required interruption of mechanical or electrical services in building.
 - 3. Provide all necessary temporary wiring extensions and temporary lighting devices.
- C. Temporary Ladders, Chutes, Scaffolds, Hoists and Cranes:
 - 1. Furnish and maintain temporary ramps, scaffolds, hoists, or chutes as required for proper execution of Work.
 - 2. Provide overhead protection at all building entrances.
 - 3. Restrict debris removal to Embassy -approved area of building site.
 - 4. Restrict location of construction cranes to areas as approved by Embassy.
 - 5. Such apparatus, equipment, and construction shall meet requirements of applicable federal, state, and local safety and labor laws.

C.1.6 PROJECT PROCEDURES:

- A. Embassy will occupy premises during entire period of construction for the conduct of normal, daily operations. Contractor shall conduct his operations so as to ensure least inconvenience to Embassy's operations.
- B. Contractor shall take precautions to avoid excessive noise or vibration that would disturb Embassy's operations. When directed by Embassy, Contractor shall perform certain operations at designated time of day or night in order to minimize disturbance.

C.1.7 PROJECT SAFETY:

- A. Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters. Contractor shall prepare a Construction Accident Prevention Plan to cover total project safety.
- B. The products being used for this roof coating repair give off vapors while curing. Close and seal all doors and windows near and around work area. Close off and seal all HVAC air intake points, goose necks, and vents with duct tape and polyethylene sheeting. Shutting down the HVAC may be necessary during the work so as not to affect the equipment.

C.1.8 PROJECT SECURITY:

- A. Personnel Clearances: Labor Background checks will require a minimum of 21 days for clearance. Local labor may be used on this Project provided that they are escorted by local embassy employees or U.S. cleared citizens.
- B. Vehicle Clearances: Submit authorization requests, to include dates, vehicle type, license number, and driver name, for each motorized vehicular implement used on-site.
- C. Access to Site: Contractor shall have limited access to or be admitted into the compound outside the areas designated for the project except with permission by the Embassy.
- D. Access to Work Area:
 - 1. Local Labor shall access from the EXTERIOR of the building
 - 2. Material loading/off-loading shall be from the EXTERIOR of the building.

PART TWO - PRODUCTS

C.2.1 GOVERNMENT FURNISHED ELASTOMERIC ROOF COATING MATERIALS and ACCESSORIES

- A. Contractor is to apply high-performance base primers, intermediate coatings, and topcoats made of a proprietary blend of solvent-based polymers and elastomeric purchased by the U.S. Embassy. The materials are listed below for the Contractor's information only.
- B. Topcoats & Basecoats: Single-component high solids polymer elastomer. The coating forms a non-breathing, high tensile strength and a highly elastic membrane which is designed to provide heat reduction, cold weather flexibility, chemical, weather, and water resistance. Brush, roller, or spray grade. Gray Basecoat and Bright White Topcoat in colors:
 - 1. DynaSHIELD Low Odor Coating by Architectural Roof Coatings
 - 2. Physical Properties:
 - a. Solids by Weight (D1644): 50 ± 2%
 - b. Solids by Volume (D2697): 37 ± 2%
 - c. Weight per Gallon: 9.1 lbs.
 - d. Reflectance (Initial/Aged): 82% / 61%
 - e. Emittance (Initial/Aged): 0.95 / 0.91
- C. Primer Coat for adhesion to masonry surfaces.: Single-component high solids polymer elastomer; brush, roller, or spray grade; gray in color:
 - 1. DynaSHIELD HP Acrylic Primer by Architectural Roof Coatings
 - 2. Physical Properties:
 - a. Solids by Weight (D1644): 8 ± 2%
 - b. Solids by Volume (D2697): 11 ± 2%
 - c. Weight per Gallon: 7 lbs.
- D. Flashing Cement: Trowel grade single component, block copolymer elastomeric mastic that forms as a tough and durable elastomeric membrane. The mastic has elongation properties, cold weather pliability, UV and water resistance, chemical resistance and a highly reflective finish. May also be used in sealing interfaces with accessories such as drains, scuppers, and pitch pans.
 - 1. DynaSHIELD Flashing Grade by Architectural Roof Coatings
 - 1. Physical Properties:
 - a. Solids by Weight (calculated): 68 ± 2%
 - b. Solids by Volume (calculated): 52 ± 2%
 - c. Weight per Gallon: 9.4 lbs.
- E. Polyester Reinforcing Fabric and Tape: Flexible 100% stitch bond polyester fleece sheet product of high tear strength and elongation and type or composition recommended by manufacturer for embedment of elastomeric coating. White in color. Weight: 0.9 pounds/100 SF. Size: 100mm, 150mm, and 1000mm (40 inch) width rolls:
 - 1. Topester by GAF/TopCoat
 - 2. Physical Properties:
 - a. Tensile Strength (ASTM D-1682): 57 lbs.
 - b. Elongation (ASTM D-1682): 61.5%
 - c. Mullen Burst (ASTM D-3786): 175 lbs.
- F. Accessories furnished by the U.S. Embassy
 - 1. Utility Knives, replacement blades and Scissors
 - 2. Roofers' brooms: Soft and Stiff including long wooden handles
 - 3. Brushes, roller frames and roller sleeves
 - 4. Cleaning Solvent
 - 5. 50' x 50' tarp

C.2.2 CONTRACTOR FURNISHED EQUIPMENT AND ACCESSORIES

- A. Contractor shall provide tools and accessory materials compatible with the materials provided by the U.S. Embassy and with the surface for application according to the manufacturer.
- B. Accessories and Cleaners: Supplied and/or recommended by manufacturer for product installation.
 - 1. Power Washer: minimum 3500 PSI / 250cc gasoline powered engine mounted on wheels with 10-meter hose and adjustable spray pressure nozzle.
 - 2. Power Drill & Mixing Paddle: heavy duty for cement, plaster, or paint. Such as Nordstrand PWTPM01 Pro Mixer Stirring Tool; 6 Speed; 1800Watt with 120mm round steel mixing paddle bit.
 - 3. Caulking: Single component, non-sag elastomeric polyurethane sealant, as recommended or supplied by membrane manufacturer, for use in making airtight and watertight seals such as Dynatrol I by Pecora Corp., white color.
 - 4. Cleaning Solvent: 100% hydrocarbon for diluting solvent-based coating products and cleaning.
 - 5. Mineral Spirits for thinning solvent-based coatings
 - 6. Roller Frames and Roller Sleeves; 225mm
 - 7. Brushes; 50mm, 100mm, 150mm widths
 - 8. Electrical extension cords: GFCI Protected
- C. Miscellaneous Fasteners: Appropriate for purpose intended, length required for thickness of material. Replacement fasteners may be one size larger in diameter and depth. Select fastener finish metal to be compatible or of same metal as substrate.
- D. Sealant: One component polyurethane sealant such as "Dynatrol I" by Pecora Corp., Color to match finish and metal.
- E. Leveling and Patching Aggregate: Silica sand shall be washed, kiln-dried, and dust-free, suitable for troweling or pourable self-leveling, round grain or angular for voids ¼" to 2" in depth: 0.7 - 1.2 mm. Mixing Proportions shall be a ratio of resin to sand at 1:2 by volume.

PART THREE – EXECUTION

C.3.1 PREPARATION of MASONRY SUBSTRATE

- A. Contractor shall remove existing asphalt patch/repairs down to the roof concrete substrate without damaging the concrete surface.
- B. Contractor shall determine the condition of the roof substrate. All defects in the surface shall be corrected before new solvent-based elastomeric coating commences. Areas of deteriorated surface, porous or other affected materials must be removed and replaced with new to match existing.
- C. Surface preparation is the most critical procedural requirement in paint applied coating systems. Remove all loose particles, delaminated paint, oil, grease, laitance, efflorescence, mild, mildew and other foreign materials. Areas shall be first scraped, swept clean, and then thoroughly power washed. Use high power adjustable pressure washer with a minimum 3500 PSI (Pounds per Square Inch) mechanical spray device.
- D. Each individual container of primer, elastomeric basecoats and topcoats shall be thoroughly mixed using a heavy-duty drill on slow RPM (Revolutions per Minute) with an elongated mixing paddle bit that will reach the bottom of the container. Coating shall be a uniform color, with no light or dark streaks present.
- E. Coatings shall be applied in temperatures of fifty-five degrees Fahrenheit (55°F / 13°C) or greater.
- F. Existing substrate shall be dry with a maximum moisture content of five (5) percent. Inspect substrates, and correct defects before application of new waterproofing. Fill all surface voids greater than 1/8 inch wide with a patching aggregate fill material.

C.3.2 THINNING SOLVENT-BASED ELASTOMERIC FOR SPRAY EQUIPMENT

- A. Thinning Mix: One-quart mineral spirits to 5 gallons solvent-based elastomeric.
 - 1. Pour 1 gallon from a 5-gallon pail coating into another container. Add one-quart mineral spirits to 4 gallons and mix thoroughly. Use an electric drill and mixing paddle. Add portions of the removed 1 gallon and continue to mix until the coating is properly thinned.
 - 2. Spray apply thinned elastomeric coating in two coats to meet minimum thickness.
- B. Additional Thinning Mix: Maximum two quarts mineral spirits to 5 gallons elastomeric.
 - 1. Spray apply thinned elastomeric coating in three coats to meet minimum thickness.
- C. DO NOT thin elastomeric coatings for brush or roller applications.

C.3.4 PRIMER APPLICATION for MASONRY SUBSTRATE

- A. Masonry Substrate Surface to receive 2 applications of HP Acrylic Masonry Primer and in areas with existing asphalt residue: Stain Blocker primer.
- B. Coverage rate: Apply primer at 0.7–1.4 gallons (2.65-5.30L) per 100 square feet (9 SM)
- C. Brush, roll or spray the primer or stain blocker evenly onto the surface to fully saturate the substrate in one application with brush or roller: multiple applications with sprayer. DO NOT allow primer to pond or collect in low areas. Apply primer or stain blocker up to the perimeter roof edge of the flashing terminations and penetrations.
- D. Areas observed with residual “bleed” through of prior surfacing causing discoloration shall be re-primed using stain blocker (Note stain blocker works as a primer) to prevent discoloration.
- E. Allow primer to cure for a minimum of four (4) hours before application of second primer application and also of basecoat and embedded fabric.
- F. DO NOT apply basecoat over primer prematurely exposed to excessive moisture, primer

used as temporary waterproofing, or primer older than eight (8) days. Exposure of the primer more than eight (8) days may require removal and application of new primer.

C.3.5 BASECOAT APPLICATION and REINFORCING FABRIC EMBEDMENT

- A. Coverage rate: Apply basecoat at 0.7–1.4 gallons (2.65-5.30L) per 100 square feet (9 SM)
- B. Reinforcing fabric embedment requires either hand brush or roller application to evenly lay the fabric within the basecoat. The basecoat shall be rolled or brushed liberally and evenly onto the surface using a broad, even strokes.
- C. The fleece fabric can only hold so much basecoat and all excess shall be rolled forward to the unsaturated fleece, eliminating ponding or excessive build-up.
 - 1. Reinforcing Fabric Full Coverage: Roll out polyester fleece with smooth side facing up (natural unrolling procedure) into the basecoat. The fleece will begin to rapidly saturate with the liquid basecoat.
 - 2. Use a medium nap roller or brush to work the basecoat into the fleece, saturating from the bottom up, and eliminating air bubbles, folds, and wrinkles.
 - 3. The appearance of the saturated fleece shall be light opaque with no white spots. White spots are indications of unsaturated fleece or lack of adhesion.
 - 4. Allow 75mm overlap for all side joints and 100mm overlap for all end joints.
- D. Apply final coat of basecoat on top of fleece fabric to finish the saturation of the fleece and the embedding process. Embedding this final coating into the fleece, shall result in a semi-gloss appearance.
- E. Allow basecoat to cure for a minimum of twenty-four (24) hours (in some cases longer depending on temperatures and humidity) before application of finish coats.

C.3.6 FLASHING DETAILING

- A. Using a trowel, apply flashing grade cement at any areas where there are roof terminations, penetrations, flashings, seams, or transitional joints. It may be applied to both horizontal and vertical surfaces and will bridge gaps up to 12mm in width.
- B. Reinforcing fabric may be embedded in flashing cement for additional strength and mobility. Fabric must be used to bridge large openings.
- C. Reinforce all inside and outside corners with a 100mm diameter conical piece of fabric prior to installing the flashing layer.
- D. Flashing is typically constructed as a two-part assembly consisting of a vertical wrap and a horizontal target patch. There must be a minimum of a 100mm overlap between vertical and horizontal flashing components.
- E. Flashing material shall extend 100mm minimum onto drains, scuppers, or insert flanges.

C.3.7 TOPCOAT APPLICATION

- A. Coverage rate: Apply topcoats at 0.7–1.4 gallons (2.65-5.30L) per 100 square feet (9 SM). Based on first topcoat smooth texture, the second topcoat may be reduced to 0.5 gallons (2.50L) to 100 square feet (9 SM).
- B. Brush, roll or spray the elastomeric topcoat evenly onto the surface to fully saturate the primed surfaces in one application with brush or roller: multiple applications with sprayer. DO NOT allow coating to pond or collect in low areas.
- C. Apply elastomeric topcoat up to the perimeter roof edge of the flashing terminations and penetrations.
- D. Allow to cure for a minimum of twenty-four (24) hours before second finish coat.
- E. DO NOT allow any excess coating to remain on the surface, the correct amount of coating will leave no fibrous surface texture from the fleece fabric. The final coating should be smooth, uniform, and bright white.

- F. Dry finish (Primer + Basecoat with embedded fabric + 2 topcoats) thickness: 48 mils.

C.3.8 FIELD QUALITY CONTROL

- A. The Embassy or OBO may direct Contractor to stop applying coatings if results show materials being used do not comply with specified requirements or coating materials and accessories are not compatible. Contractor shall remove noncomplying coating materials from site, pay for testing, and recoat surfaces.

C.3.9 CLEANING and ADJUSTING

- A. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- B. During progress of work, remove discarded paint materials, rubbish, cans, and rags from site at end of each workday. Thoroughly mixed and cured coating products may be disposed of in standard landfills. Uncured products are considered a hazardous material and must be handled as such and disposed in accordance with local regulations.
- C. Reinstall all disconnected equipment after completion of coating works. Reset rooftop equipment on protective pads. Reconnect pipe, conduit, wiring, and reactivation of the equipment to its original condition shall be provided by Contractor.
- D. Correct any damage by cleaning, repairing, or replacing, and painting as acceptable to the Embassy.

PART FOUR - SCHEDULE

C.4.1 PERIOD OF PERFORMANCE:

- A. Solicitation & Award of Contract:
 - 1. Solicitation: 30 days prior to Award
 - 2. Award: Zero Day
- B. Pre-Construction Submittals:
 - 1. Insurance & Bonding: 14 days after Award
 - 2. Crew Information: 10 days
 - 3. Embassy Review: 21 days
 - 4. Schedule: 15 days
 - 5. OBO & Embassy Approval: 5 days
- C. Mobilization & Construction:
 - 1. Roof Removal & Repair: 35 days on-site
 - 2. Final Cleanup Begins: 5 days prior to completion
- E. TOTAL PERIOD of PERFORMANCE: 100 days
- F. Rainy Season Lahore: June through September

C.4.2 PROPOSAL SCHEDULE:

- A. Proposals shall be evaluated based on total fixed cost and shall include materials, labor, project start-up expenses and worker incidentals, overhead, profit, taxes, and DBA Insurance (if required in host country) as a complete project.
 - 1. Labor
 - 2. Mobilization Expenses
 - 3. Overhead & Profit
 - 4. Taxes
 - 5. DBA Insurance (if applicable)
- B. **TOTAL COATING REPAIR PROPOSAL:** \$ _____

PART FIVE – NON-BINDING CONTRACT INFORMATION

C.5.1 TYPICAL ROOF COATING STEPS



POWER WASH PREPARATION



PRIMER & REINFORCING FABRIC



SECOND/THIRD COATS



FINAL FINISH (& ENERGY EFFICIENT)

C.5.2 PHOTOGRAPHES



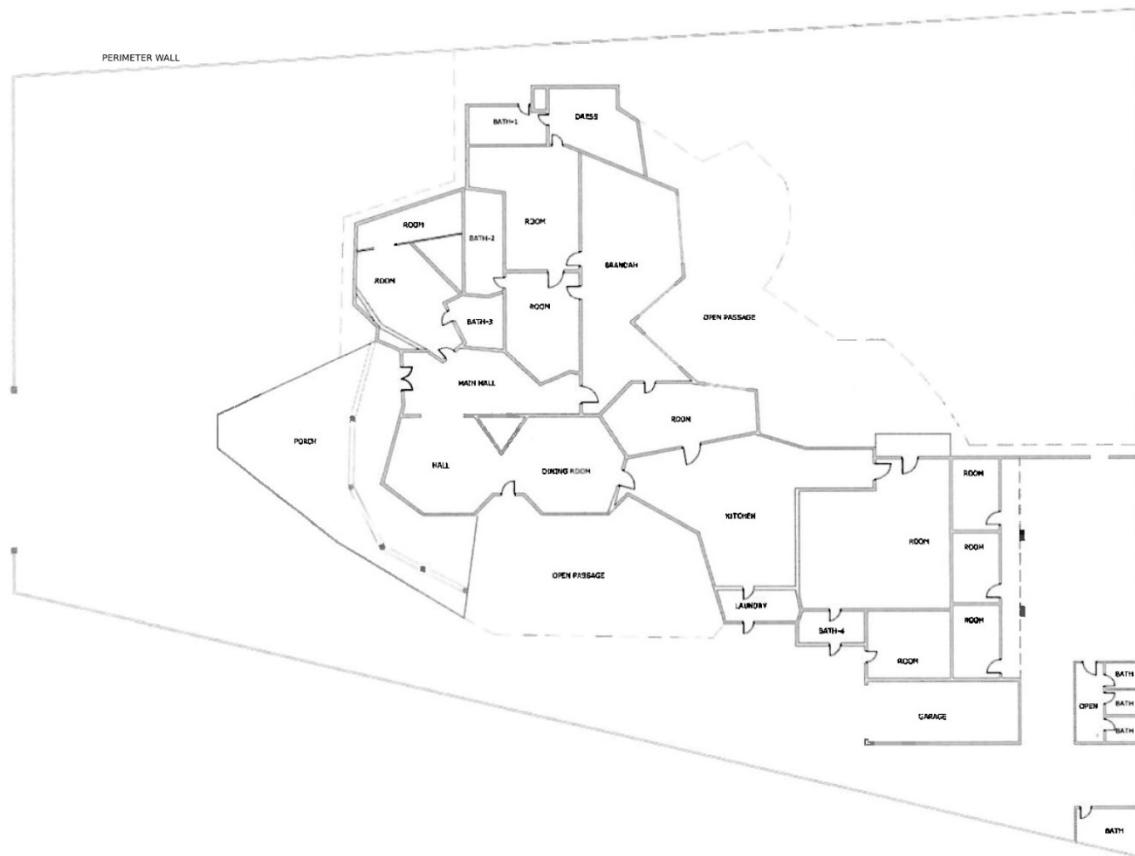
C.5.2 PHOTOGRAPHS CONTINUED



C.5.2 PHOTOGRAPHS CONTINUED



C.5.3 DRAWINGS



END OF SOW

Volume II:

Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each Segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and
- (4) Contractor Accident Prevention Plan (CAPP) to include activity hazards and PPE's requirements.
- (5) Field Supervisor Resume, Technical experience
- (6) List of installers, their resume / experience, and certifications.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded because of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **August 17, 2023, at 1100 hrs.**

(c) Participants will meet at U.S Consulate General, 50-Empress Road, Lahore.

Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on NIC), NIC number and particulars of vehicle to be used (make, model, color, and registration). Offerors interested in attending must e-mail at LahoreProcurementDL@state.gov on or before **12.00 hrs. August 15, 2023.**

Your proposal must be submitted in a sealed envelope marked "**Proposal Enclosed (19-PK50-23-Q-7005)**" to GSO Procurement, US Consulate General, 50-Empress Road, Lahore on or before **15.00 hrs. August 23, 2023.** No proposal will be accepted after this time. Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

**D. MAGNITUDE OF CONSTRUCTION PROJECT
NOT AVAILABLE**

E. LATE PROPOSALS: Late proposal shall be handled in accordance with FAR

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its proposal or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Google Chrome, Internet Explorer, etc.) is suggested to obtain the latest location of the most current FAR. <http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

SECTION K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject proposal / quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFP. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified, and eligible to receive an award under applicable laws and regulations.
- all requirements as listed in statement of work.
- Company Experience
- Material Data Sheet
- Technical Team Resume
- Project execution scheduled
- Safety Plan

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

- ☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
☐ Name and TIN of common parent;

Name _____
 TIN _____

(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or DUNS+4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

- If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Trade style, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.
- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).

L.3 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236118 for Construction Management, residential remodeling

(2) The small business size standard is \$28.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (I) PARAGRAPH (D) APPLIES.

☐ (II) PARAGRAPH (D) DOES NOT APPLY AND THE OFFEROR HAS COMPLETED THE INDIVIDUAL REPRESENTATIONS AND CERTIFICATIONS IN THE SOLICITATION.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. THIS PROVISION APPLIES TO SOLICITATIONS WHEN A FIRM-FIXED-PRICE CONTRACT OR FIXED-PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENT IS CONTEMPLATED, UNLESS—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. THIS PROVISION APPLIES TO SOLICITATIONS EXPECTED TO EXCEED \$150,000.

(iii) 52.204-3, TAXPAYER IDENTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT DO NOT INCLUDE THE CLAUSE AT 52.204-7, CENTRAL CONTRACTOR REGISTRATION.

(iv) 52.204-5, WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). THIS PROVISION APPLIES TO SOLICITATIONS THAT—

(A) Are not set aside for small business concerns.

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION. THIS PROVISION APPLIES TO SOLICITATIONS USING FUNDS APPROPRIATED IN FISCAL YEARS 2008, 2009, 2010, OR 2012.

(vi) 52.209-5, CERTIFICATION REGARDING RESPONSIBILITY MATTERS. THIS PROVISION APPLIES TO SOLICITATIONS WHERE THE CONTRACT VALUE IS EXPECTED TO EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD.

(vii) 52.214-14, PLACE OF PERFORMANCE—SEALED BIDDING. THIS PROVISION APPLIES TO INVITATIONS FOR BIDS EXCEPT THOSE IN WHICH THE PLACE OF PERFORMANCE IS SPECIFIED BY THE GOVERNMENT.

(viii) 52.215-6, PLACE OF PERFORMANCE. THIS PROVISION APPLIES TO SOLICITATIONS UNLESS THE PLACE OF PERFORMANCE IS SPECIFIED BY THE GOVERNMENT.

(ix) 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (BASIC & ALTERNATE I). THIS PROVISION APPLIES TO SOLICITATIONS WHEN THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, EQUAL LOW BIDS. THIS PROVISION APPLIES TO SOLICITATIONS WHEN CONTRACTING BY SEALED BIDDING AND THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.

(xi) 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. THIS PROVISION APPLIES TO SOLICITATIONS THAT INCLUDE THE CLAUSE AT 52.222-26, EQUAL OPPORTUNITY.

(xii) 52.222-25, AFFIRMATIVE ACTION COMPLIANCE. THIS PROVISION APPLIES TO SOLICITATIONS, OTHER THAN THOSE FOR CONSTRUCTION, WHEN THE SOLICITATION INCLUDES THE CLAUSE AT 52.222-26, EQUAL OPPORTUNITY.

(xiii) 52.222-38, COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. THIS PROVISION APPLIES TO SOLICITATIONS WHEN IT IS ANTICIPATED THE CONTRACT AWARD WILL EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD AND THE CONTRACT IS NOT FOR ACQUISITION OF COMMERCIAL ITEMS.

(xiv) 52.223-1, BIO BASED PRODUCT CERTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT REQUIRE THE DELIVERY OR SPECIFY THE USE OF USDA—DESIGNATED ITEMS; OR INCLUDE THE CLAUSE AT 52.223-2, AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS.

(xv) 52.223-4, RECOVERED MATERIAL CERTIFICATION. THIS PROVISION APPLIES TO SOLICITATIONS THAT ARE FOR, OR SPECIFY THE USE OF, EPA—DESIGNATED ITEMS.

(xvi) 52.225-2, BUY AMERICAN ACT CERTIFICATE. THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-1.

(xvii) 52.225-4, BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE. (BASIC, ALTERNATES I, II, AND III.) THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, TRADE AGREEMENTS CERTIFICATE. THIS PROVISION APPLIES TO SOLICITATIONS CONTAINING THE CLAUSE AT 52.225-5.

(XIX) 52.225-20, PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION. THIS PROVISION APPLIES TO ALL SOLICITATIONS.

(XX) 52.225-25, PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION. THIS PROVISION APPLIES TO ALL SOLICITATIONS.

(XXI) 52.226-2, HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. THIS PROVISION APPLIES TO—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__ (I) 52.219-22, SMALL DISADVANTAGED BUSINESS STATUS.

__ (A) Basic.

__ (B) Alternate I.

X (II) 52.222-18, CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS.

__ (III) 52.222-48, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION.

__ (IV) 52.222-52, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION.

__ (V) 52.223-9, WITH ITS ALTERNATE I, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA—DESIGNATED PRODUCTS (ALTERNATE I ONLY).

__ (VI) 52.227-6, ROYALTY INFORMATION.

__ (A) Basic.

__ (B) Alternate I.

__ (VII) 52.227-15, REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

L.4. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials.
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies.
- (3) FSG 88, Live Animals.
- (4) FSG 89, Food and Related Consumables.
- (5) FSC 9410, Crude Grades of Plant Materials.
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible.
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products.
- (8) FSC 9610, Ores.
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

L.6 652.228-70 DEFENSE BASE ACT-COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<i>Category</i>	<i>Yes/No</i>	<i>Number</i>
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Pakistan –

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

- (d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

L.7. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) Definitions. “Person” —

(1) Means—

(i) A NATURAL PERSON;

(ii) A CORPORATION, BUSINESS ASSOCIATION, PARTNERSHIP, SOCIETY, TRUST, FINANCIAL INSTITUTION, INSURER, UNDERWRITER, GUARANTOR, AND ANY OTHER BUSINESS ORGANIZATION, ANY OTHER NONGOVERNMENTAL ENTITY, ORGANIZATION, OR GROUP, AND ANY GOVERNMENTAL ENTITY OPERATING AS A BUSINESS ENTERPRISE; AND

(iii) ANY SUCCESSOR TO ANY ENTITY DESCRIBED IN PARAGRAPH (1)(II) OF THIS DEFINITION; AND

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology” —

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) TO RESTRICT THE FREE FLOW OF UNBIASED INFORMATION IN IRAN, OR

(ii) TO DISRUPT, MONITOR, OR OTHERWISE RESTRICT SPEECH OF THE PEOPLE OF IRAN; AND

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran, or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)